



MILWAUKEE COUNTY HOUSE OF CORRECTION

REQUEST FOR PROPOSAL OFFENDER SURVEILLANCE SERVICES

RFP #4300-01

NOVEMBER 22, 2013

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I. OVERVIEW

A. PROJECT DESCRIPTION

1. The Milwaukee County House of Correction, identified throughout this document HOC, is hereby soliciting competitive sealed proposals from qualified professional firms to provide Electronic Surveillance, Global Position Satellite (GPS) monitoring and Remote Alcohol Monitoring for the offender population, including compliance with all terms and conditions described in this document. This RFP process operates under Chapter 56.30 of the Milwaukee County Ordinances for Professional Services.

B. SCOPE OF THE PROJECT/REQUIRED SERVICES

1. The purpose of this RFP is to provide safe, secure monitoring solutions to the offender population of Milwaukee County.
2. The GPS tracking system must monitor the offenders' movements and compliance with approved inclusion/exclusion zones and schedules 24/7/365 and provide immediate notification when offender is not in compliance.
3. The remote Alcohol Monitoring system must accurately measure the offender's alcohol level, offender's location (via RF tether or GPS), and utilize unlimited measuring points 24/7/365.
4. The vendor shall be capable of providing all hardware, software, and supporting services to accomplish this goal. Support services must be available 24/7/365 with a 1-hour maximum response time.
5. Maintain a 24-hour, 7-day per week data center and be responsible for data entry and data termination. The Proposer will handle all data storage and monitoring transmission data for all cases referred by the County. Data entry consists of entering all required computer demographic, schedule, curfew, offender rules, notification, actions, and configuration data on each case based upon information provided by the County and/or offender.
6. Maintain accounts and records of services provided to Offenders and provide monthly billing to the County for services wherein the County has agreed to be responsible for payment.
7. As directed and required by the program protocols established by the County, the Proposer will provide notification of Offender violations to authorized and identified County staff.
8. Install and maintain equipment ensuring that it is operational.

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9. Distribute and retrieve electronic monitoring equipment from offenders.
 10. Monitor each offender according to the program protocols established by the HOC.
 11. Provide training, as necessary for HOC staff.
 12. In addition to Electronic Monitoring (EM) services, HOC policy and procedure mandates that all offenders participating in the HOC EM program have weekly face-to-face and/or phone reviews with the vendor's monitoring staff. The vendor shall establish an office area, centrally located in the City of Milwaukee, Wisconsin, to which the offender on EM will report for said reviews. The centrally located office shall be in an area serviced by public transportation. The office visits will include, but are not limited to, the review and approval of the offender's GPS tracking, schedule and drug testing.
 13. In addition to EM services, the HOC mandates the vendor provide baseline and weekly drug and alcohol testing, at the vendor's designated site/office location, for all offenders approved for EM. Offenders in violation of the HOC EM drug and alcohol testing policies will not be allowed to participate in the HOC EM program. The vendor shall provide a buccal swab (saliva) testing, or an optional form of testing that does not require the offender to submit urine or blood specimens. The buccal test shall test for the presence of alcohol, PCP, methamphetamine, ecstasy (MDMA), amphetamines, barbiturates, benzodiazepines, cocaine and cannabis. In the event the vendor is not able to provide a buccal swab that can detect alcohol, the vendor must have the capability of subjecting the offender to an on-site Breathalyzer test (Preliminary Breath Testing) in addition to the buccal swab drug testing.

C. BACKGROUND

1. Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels.
2. Current projections indicate approximately:
 - 250 utilizing GPS monitoring,
 - 150 utilizing Remote Alcohol Monitoring.

II. SCOPE OF SERVICES

A. OBJECTIVES

1. The intent of this RFP is to contract for monitoring services that utilize various equipment to provide 24 hour, 7 days per week monitoring of designated offenders for the purpose of providing community supervision
2. HOC is seeking proposals to employ a system that will support offender tracking/monitoring capabilities. HOC will consider a hot system located on-site or at the vendor's choice of sites. However, all alert alarms or indicators must be transmitted, in accordance with Wisconsin Act 431 or other policies developed by the HOC. HOC is open to new technology as long as those technologies can meet minimum specifications noted herein.

B. REQUIRED SERVICES

1. All monitoring types- describe how you will be in compliance with the following:
 - a) System capable of sending Alerts to multiple entities during the monitoring and/or data review, to the HOC.
 - b) Automated report printing at scheduled times as well as on demand.
 - c) Long life batteries.
 - d) Contractor to maintain the system at "state of the art" with upgrades throughout the life of the contract.
 - e) System accommodating both cellular and landline communications media
 - f) Surge protected equipment
 - g) System with redundancy and disaster recovery capabilities.
 - h) Tamper resistant, water resistant and hypoallergenic straps, tubes.
 - i) Vendors may propose multiple types of equipment.
2. GPS Monitoring- describe how you will be in compliance with the following:
 - a) Provide both Active and Passive GPS monitoring with instantaneous alerts and summary reports of movement while the offender is away from the residence.
 - b) RF type monitoring to address the issues of dithering and imprecise location associated with GPS monitoring while the offender is at home.
 - c) System with the ability to use portable scanners for off-line monitoring of offenders and verification of Passive GPS monitored offender locations in an unobtrusive manner.
 - d) On-board process to track and store points when GPS unit is out of contact with cell signal.
 - e) Exclusion zones with settings capable of a perimeter of 100' to 250'.

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3. Electronic Surveillance- describe how you will be in compliance with the following:
 - a) Audible Alarm when offender leaves assigned home zone.
 - b) Scheduled and random verification.
 - c) Zone flexibility.
 4. Remote Alcohol Monitoring System- describe how you will be in compliance with the following:
 - a) System must include a secure alcohol detection device that is capable of monitoring alcohol consumption by the offender, or an on-demand alcohol monitoring device.
 - b) Consumables are included at no additional cost.
 - c) Detection of the presence of alcohol may use any of the available technologies.
 5. Monitoring systems/software must be user friendly and scalable. Describe how you will be in compliance.
 6. System software must allow for alphanumeric unique identifiers: HOC CJIS identifier and HOC booking number, and a system assigned unique identifier. Describe how you will be in compliance.
 7. System mapping software shall allow for the following- describe how you will be in compliance with the following:
 - a) Zooming/scaling statewide to street level.
 - b) Identification/labeling of streets.
 - c) Display offender location information in a sequenced event and/or at a specific date and time.
 - d) Color code displayed inclusion and exclusion zones.
 - e) Must be printable from the screen.
 8. Systems must be capable of using both English and Spanish were applicable. Describe how you will be in compliance.
 9. All tools and equipment necessary for installation of equipment must be provided. Describe how you will be in compliance.
 10. Contracted services include the hardware setup/installation, software installation/setup and upgrades, onsite-training and technical maintenance of all equipment and software. Describe how you will be in compliance.
 11. Describe how you will be in compliance with 24/7/365 support services.

III. SCOPE OF WORK

A. ALL MONITORING SYSTEMS

1. Describe how the system offered accomplishes the monitoring task. Include in your discussion the systems monitoring capacity, its ability to expand, and any geographical, physical, or technical concepts and limitations of the equipment. In addition to a written description, provide graphical representations of the system and the tolerance metrics for the accuracy of your GPS system.
2. Illustrate how alert information will be conveyed and presented to HOC to include immediate notification of inclusion/exclusion zones. Regardless of alert method provided, it is the HOC's preference to have real time alerts.
3. Explain your systems provision for security, integrity, redundancy, and disaster recovery.
4. Describe provisions for system data backup, restore, archive and retrieval. Address the methodology, protocol, mechanisms, types of drives, and what type of backups will be employed and when.
5. How much historical data is available on line? Describe the database platform; if vendor offers in-house server, the preferred technology is Microsoft SQL server. Describe the process for retrieving archived data.
6. Describe your system will utilize dual tamper technology (ability to detect removal of device both cut and non-cut from offender).
7. Describe how your systems will use inline transformers and electronic surge protector for power and phone lines.
8. Describe how all alerts will be date and time stamped.
9. Provide documentation of your equipment's landline and cell phone capabilities.
10. Provide documentation your system is capable of multiple overlapping notification types for all alerts; capable of notifying alerts of a specific level(s) of violation via telephone and through the on-line system.
11. Describe how your system will allow for 72-hour storage of untransmitted data.
12. Describe how your system will use multiple security levels.

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13. Provide documentation that all accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided at no additional cost to HOC.
 14. Describe or indicate your ability to retain permanent records of entered case history and all monitoring history (including call recordings) for 7 years.
 15. Describe what the provisions are for system upgrades including frequency and management of upgrades to maintain the system at state of the art? Additionally, discuss your adaptation of new technologies (i.e. 4G, TV signals, RFID, etc.). The vendor or manufacturing partner(s) must have quality systems and standards in place that meet the quality system standards of ISO 9001:2000.
 16. Describe how your system is user friendly.

B. ALL MONITORING DEVICES

1. Provide a description of the various monitoring, tracking devices to be used under this proposal. Include physical specifications, size, weight, type of antennae used for GPS detection, battery life, any on board processes, and event or location point storage capacity.
2. Describe the installation process. Include general length of time for installation, and descriptions of feedback at the time of installation, which demonstrate that it has been successfully installed.
3. What is the length of time prior to the depletion of power when notification of a low power signal will be received? Affirm that the transmitter shall be capable of sending a signal indicating a low transmitter battery condition exists a minimum of seventy-two (72) hours prior to battery failure.
4. Provide verification that your field replaceable batteries (able to replace without removal of the monitor) have a battery life of at least one year.
5. Provide verification that your system has an internal clock.

C. BASE RECEIVER/CHARGING UNIT

1. Submit verification that the device is registered with the FCC and comply with all applicable FCC regulations. The vendor must supply the FCC documentation with the proposal. A landline must be included in accordance with 2005 Wisconsin ACT 431.

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2. If proposing use of a separate base receiver, the receiver must be easily installed in the offender's home. The receiver must be registered with the FCC and comply with all applicable FCC regulations. The vendor must supply the FCC documentation to the proposal. The receiver must be constructed to prevent insect infestation and damage. It must be shock resistant, water resistant and function reliably under normal atmospheric and environmental conditions found in the state of Wisconsin. The receiver must be robust enough to operate effectively in the presence of common telephone line noise and/or static. The receiver may not pose a health or safety hazard to offenders or Agency employees. The receiver must function as a traditional Radio Frequency Active Monitoring receiver while the offender is at the residence, sending information regarding offenders' presence or absence and any information on tampers or equipment status. The base receiver must be capable of adjustable distance settings for the transmitter.
 3. Describe how the receiver is matched to the transmitter. Address range settings, if they are variable and whether the range setting is adjustable by an agency operator through the central host system. Include in the description the type of antennae used, power sources used, length of time battery will hold a charge, how long battery will operate between charges, minimum daily charge time required, and the number of messages it is able to store in the case of loss of contact with host.
 4. Explain how receiver indicates to the offender that it is using the telephone line or needs to use the telephone line? What is the length of time before the line is usable?
 5. Describe the internal diagnostics to detect problems and determine functionality.
 6. Completely describe the sequence of events if the unit is unable to communicate with the host system.
 7. Is the receiver able to detect and report multiple transmitters that are within its range?
 8. Are there any time frames or conditions in which an event could occur and the system will not report its occurrence?
 9. What is the length of time prior to the depletion of power when notification of a low power signal will be received?

D. FIELD MONITORING TRANSMITTERS

1. Describe the transmitter's operating characteristics and specifications. Include frequency of signal emission, tamper detection technology, battery replacement procedures, reset from tamper options, transmitter signal range and options.

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2. Describe installation procedure. Specify how and where the association of transmitter, receiver, and tracking units are handled.
 3. What is the length of time prior to the depletion of power when notification of a low power signal will be received?
 4. Verify that the transmitter emits a signal on a continuous basis.
 5. Provide documentation that the transmitter is shock resistant, 100% waterproof and function reliably under normal atmospheric and environmental conditions found in the state of Wisconsin.
 6. Describe how the transmitter operates on non-commercially available frequencies.
 7. Insure and describe how the transmitter will not pose a safety hazard or unduly restrict the activities of the offender. The strap or band must be hypoallergenic and not be made of any material that may cause injury to either the field officer or offender. The strap or band must be adjustable.
 8. The transmitter must be registered with the FCC and comply with all applicable FCC regulations. The vendor must supply the FCC documentation with the proposal.

E. GLOBAL POSITION SATELLITE MONITORING

1. Identify and describe what the maximum storage of information is for the GPS tracking unit.
2. Indicate rates for the acquisition of location points and whether the rates are variable depending upon the offenders' location and or violation of inclusion or exclusion zones.
3. Explain how the GPS tracking unit will relay its stored information to the central system and how the central system will relay that information to the HOC Monitoring Center and Field Agents. Include how product will use landline/Cell Phone to communicate information while offender is in residence.
4. Provide details and describe how the GPS tracking unit will communicate with the offender including the technology used.
5. Describe how the GPS Tracking system will monitor the offenders' movements and compliance with approved locations and schedules.

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6. Describe how the system will provide the HOC with the capability to determine whether an offender remains within a designated area 24 hours a day 7 days a week and when not in that designated area provide instantaneous information regarding offender's movements.
 7. Describe the quarterly updates on mapping will be provided as part of the contract.
 8. Describe how the vendor will be capable of providing all hardware, software, and supporting services to accomplish this goal including the responsibility for the cost of communication.
 9. Insure and provide documentation that both Active and Passive GPS tracking is available with maximum coverage.
 10. Insure and provide documentation that both GSM and CDMA technology is acceptable to HOC specifications.
 11. Within RFP response, vendor will include the number of zones unit will be able to accommodate. System must immediately alert HOC and the local law enforcement agency having jurisdiction over the exclusion or inclusion zone according to 2005 Wisconsin ACT 431 or other policies developed by HOC. Exclusion zones must be capable of a perimeter of 100 to 250 feet. HOC shall have capability to establish and maintain all exclusion and inclusion zones.
 12. Describe how On-board processing will track points when unit is out of GPS contact and will download data upon re-contact so that notification requirements are in compliance.

F. REMOTE ALCOHOL MONITORING

1. Vendor shall describe in detail in laymen's terms the technology that their alcohol monitoring system utilizes.
2. Describe the test type, intervals, ability to change intervals and if random intervals are available.
3. Describe the monitoring tracking information that is provided. Give a detailed description of how a violation is detected and the different levels of notification.
4. Describe the limitations of the system and the circumstances that render the equipment ineffective or inaccurate.
5. Describe the tamper detection technology used.
6. Describe in detail the equipment used.

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7. Describe how the equipment shall function under normal atmospheric and human environmental conditions.
 8. Describe how the units will be able to differentiate between the presence of alcohol and other emissions, i.e. to natural gas or acetone.
 9. Describe how the system allows for a variety of testing methods, random, on demand, scheduled, at home or some other designated premises.
 10. Describe how the system has the ability to confirm alcohol consumption with specific Blood Alcohol Content (BAC) levels or Transdermal Alcohol Content (TAC)/BAC conversion.
 11. Describe how the alcohol detection device supplied has the ability to confirm alcohol consumption without having to conduct a subsequent urinalysis test.
 12. Real-time reporting is essential; describe how this will be accomplished.
 13. Describe how the system will be capable of notifying multiple parties.

G. SYSTEM HARDWARE/SOFTWARE/INTERFACE

1. Describe how the system software works and what it is designed to do.
2. Does the software allow for HOC entry, viewing and updating of specific procedures attached to offenders, officers or other entities that may supervise the offender?
3. HOC is responsible for providing information regarding the inclusion and exclusion zones for offenders. Discuss the methods used to construct zones and whether the system is capable of constructing travel corridors and polygons. Discuss how the system allows HOC to develop, manage and maintain inclusion and exclusion zones. Indicate minimum effective sizes of inclusion and exclusion zones. Include the maximum number of inclusion/exclusion zone capabilities per offender.
4. Describe alerts the system is capable of generating, methods of alternate notification and time frames. Include the approximate time it takes to report an event after its occurrence.
5. Explain the software scheduling capabilities.
6. What provision does the system have to ensure the hardware is installed properly?

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7. Illustrate the software's mapping capability including what mapping interface will be used and how often updates are offered.
 8. Describe system diagnostic features for reporting system problems to the vendor and HOC.
 9. The HOC currently functions on a Windows XP SP3 desktop platform on a TCP/IP based network. Provide documentation that any solution must address integration with the current platform without the requirement for additional protocols.
 10. The proposed solution shall limit the requirement for additional files or applications to be stored on the Windows workstation. Ideally, no files or applications shall be required on the workstation. Vendor just identify in detail any files required to be installed or temporarily stored on the end user workstation. The proposed solution shall minimize reliance on third-party software applications, such as office automation applications, image display tools, and graphics packages. Describe how you will be in compliance with the above.
 11. The proposed solution must limit the requirement for users to have advanced administrative access to the desktops beyond that of User. Describe how you will be in compliance with the above.
 12. The proposed solution shall be compatible with standard HOC workstation and standard HOC image. Describe how you will be in compliance with the above.
 13. Any on-site (HOC) server shall be based on Microsoft Server 2003. Database has to be compliant with Sequel server 2005 Enterprise.
 14. If the proposed system requires an onsite server, specific workstations, printers etc, vendor will provide the computer hardware, connectivity, support and maintenance for the system. Describe how you will be in compliance with the above.
 15. The system must have provisions for off-site redundancy and disaster recovery capabilities. Minimum system up-time of 99.999% per year is required in this contract. Failure to meet this requirement will be cause for liquidated damages or contract cancellation. Describe how you will be in compliance with the above.
 16. Vendor shall identify and supply with RFP response all software licenses that will be used for the system. The vendor shall provide a copy of all such proposed software license agreements that will fully reflect all terms and conditions relative to the use of such software.

H. IMPLEMENTATION AND MAINTENANCE OF DEVICES

1. Installation shall occur at the HOC unless otherwise directed by HOC staff. Billing will begin at time of implementation. Submit verification of Vendor agreement and compliance.
2. Replacement of damaged, defective or questionable equipment will be completed within 12 hours of receipt of work order. Submit verification of Vendor agreement and compliance.
3. All equipment will be recovered within 24 hours of notice that offender is off-system. Unit rental cost will stop at time of notification. Submit verification of Vendor agreement and compliance.
4. Trouble reporting on equipment must be reported to HOC immediately with resolution completed within 24 hours. Submit verification of Vendor agreement and compliance.
5. Maximum 2% out of box failure rate on all equipment. Describe how you will meet the maximum 2% out of box failure rate on all equipment. Failure to meet this requirement will be cause for contract cancellation.

I. SPARE PARTS, TOOL, CONSUMABLE SUPPLIES, INVENTORY AND SERVICES

1. Give an explanation on how you will manage the inventory and the location(s) where the back-up/replacement inventory (15% required) will be held. All inventory will be held at no cost to HOC until such time as the units are placed into actual use.
2. Describe your procedure regarding assumption of responsibility for all costs associated with damaged, lost or stolen equipment and prosecution for stolen or damaged equipment.
3. The Vendor shall be responsible for managing this task and all costs associated with storage, maintenance and shipment (both delivery and return) of inventoried, damaged, lost or stolen equipment. Describe how you will be in compliance.
4. Inventory will include all supplies and tools (i.e., batteries, straps, latches, screws) necessary to install or maintain receivers, transmitters, devices, central system components, software interface and licenses during the entire term of the contract at no additional cost to HOC. Describe how you will be in compliance.
5. Vendors shall describe the process to return malfunctioning and/or defective equipment. Describe the process for replacing this equipment; will the equipment be repaired and returned? All shipping costs are the responsibility of the vendor.

J. PLAN FOR SYSTEM INSTALLATION, IMPLEMENTATION AND MAINTENANCE

1. Detail how/where resources will be located.
2. Provide a timeline for installation and implementation of equipment using Microsoft Project or a Gantt chart.
3. Explain how replacement of equipment will be managed and what your recovery procedures will be.
4. Describe how trouble reporting/resolution will be handled.
5. Explain how maintenance of system will be managed.
6. Show how trouble reporting/resolution will be handled.
7. Describe your ability to support services to HOC should the system become compromised.
8. Fully describe your Disaster Recovery Plan.
9. Installation, implementation and maintenance of host monitoring system shall be completed no later than 15 days after finalization of award. Vendor shall supply all wire, cable, hardware and any other items required to complete installation of host monitoring system. Describe how you will be in compliance.
10. Vendor shall appoint a project manager as a single point of contact from pre-installation through system acceptance. Project manager shall have vendor decision authority, understand the terms and conditions of the HOC contracts and be highly knowledgeable of the product (hardware, software, functionality, programming options, etc.). HOC shall not be required to provide a down payment for contracted system. Describe how you will be in compliance.
11. Vendor shall obtain HOC authorization prior to altering any part of the building structure(s), shall provide building protection to walls/floors, and shall be responsible for repairing any damage caused to the facility as a result of vendor's activity. Restoration shall be equal to or better than facility condition at startup. Describe how you will be in compliance.
12. Vendor shall provide, install, test and insure the proper operation of host system equipment. Describe how you will be in compliance.

13. Maintenance of the host monitoring system will be on going and at no added cost to HOC. Describe how you will be in compliance.

14. Trouble reporting on systems **must be reported to the HOC immediately with resolution completed within 24 hours**. Describe how you will be in compliance.

K. MONITORING REPORT REQUIREMENTS

All reports should be real time, should be capable of being queried, sorted or filtered by any field in the report. Reports should be viewable, printable and downloadable to an Excel format.

1. Offender Alarm Report- Report by offender ad date parameter the number of alarms by type and includes the time of the alarms and the method of alarms and the recipient of the alarm. Describe how you will be in compliance.
2. Officer Alarm Report- Report by officer and date parameters that identifies the assigned offender, type of alarm, method of alarm and recipient of alarm. Describe how you will be in compliance.
3. Alarm notification- Report by date parameter sorted by officer identifying the number of alarms, type of alarm, acknowledge time of alarm. This report should be capable of grouping by weekday, weekend, after hours. Including total alarms, percent of total by alarm type, percent not acknowledge, average number of alarms per offender. Describe how you will be in compliance.
4. Offender report- A daily report of all offenders. Information is to include all offender information including charges and assigned officer. Describe how you will be in compliance.
5. Equipment Inventory Report- A real-time report of all assigned equipment (in use). Describe how you will be in compliance.
6. A daily report showing all incomplete entries for the day by officer. Describe how you will be in compliance.
7. List and describe all other reports available to HOC staff. Address host system condition reports, population/offender reports, staff performance reports, inventory reports, agency usage reports and other ad hoc reporting capabilities. Describe how you will be in compliance.
8. Explain how staff will access and produce reports and the time frames in which they will be available including historic data. Describe how you will be in compliance.

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9. Ad hoc reports as needed. Describe how you will be in compliance.

L. TRAINING REQUIREMENTS

1. Detail the method and timeframe for training to meet required schedule. Describe in detail the training program as it relates to both the central system operators and field personnel.
2. Detail the types of operations and field system trouble-shooting orientation that will be included to help define system problems.
3. Describe provisions for ongoing education throughout the term of the contract including online training opportunities and training for equipment or system updates.
4. Detail any other instructional material provided for field equipment, training, user and technical manuals. Address the media used for the instructional material and duplication rights.
5. Vendor shall provide on-site training to ensure that HOC staff has sufficient knowledge to allow them to effectively and fully utilize the system. Describe how you will be in compliance.
6. Vendor shall provide training and system manuals at no additional cost. Acknowledge that you will be in compliance.
7. All costs for initial on-site training incurred by the vendors shall be borne by the vendor. Acknowledge that you will be in compliance.

M. BILLING SERVICES

1. Describe how billing detail will be provided and manipulating capabilities.
2. Illustrate how inventory equipment will be electronically managed, dispersed and tracked. Include what electronic media will be used and the reporting timeframes. HOC will only be billed for the equipment in use and shall not be charged a “shelf” or “storage” fee for unused units. Acknowledge that you will be in compliance.
3. Audit and correction of billing errors shall be completed within 30 days. Acknowledge that you will be in compliance.
4. Formatting capabilities to common spreadsheet software. Acknowledge that you will be in compliance.

N. WARRANTIES AND MANUALS

1. Required on all field equipment, central system and software. Warranties will remain in effect throughout the life of this contract and any extensions thereof. Provide a copy of field equipment, central system and software warranties, user manuals and maintenance agreements.

O. VENDOR SATELLITE SITE LOCATION

1. The vendor shall establish an office area, centrally located in the City of Milwaukee, Wisconsin, to which the offender on EM will report for weekly reviews. Describe how you will be in compliance.
2. The office size and location shall be able to accommodate the reviews of approximately 300 offenders weekly. Describe how you will be in compliance.
3. The centrally located office shall be in an area serviced by public transportation. Describe how you will be in compliance.
4. The office visits will include, but are not limited to, the review and approval of the offender's GPS tracking, schedule and drug testing. Describe how you will be in compliance.

P. OFFENDER DRUG/ALCOHOL TESTING

1. All vendor drug testing of HOC EM participants shall take place at the vendor's office/site location. Describe how you will be in compliance.
2. The vendor shall provide a buccal swab (saliva) testing, or an optional form of testing that does not require the offender to submit urine or blood specimens. Describe how you will be in compliance.
3. The buccal test shall test for the presence of alcohol, PCP, methamphetamine, ecstasy (MDMA), amphetamines, barbiturates, benzodiazepines, cocaine and cannabis. Describe how you will be in compliance.
4. In the event the vendor is not able to provide a buccal swab that can detect alcohol, the vendor must have the capability of subjecting the offender to an on-site Breathalyzer test (Preliminary Breath Testing) in addition to the buccal swab drug testing. Describe how you will be in compliance.

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5. A detailed strategy to provide these services is to be included in the vendor's proposal. Potential areas to be included are the method of testing, the equipment used for testing, the procedure for reporting the test results to the HOC and violation follow-up and court testimony. Describe how you will be in compliance.

IV. RFP INFORMATION, PROCESS AND ACTIVITIES

A. PROPOSED TIMETABLE

RFP Milestones	Proposed Completion Dates
RFP issue date	November 22, 2013
Notice of Intent to Respond due	December 13, 2013
Written Questions due	December 26, 2013, 11:00 am CDT/CST
Written Q&A posted to website	December 27, 2013
Written Proposals due	January 10, 2014, 11:00 am CDT/CST
Evaluation Period / Field Testing Begins	January 13, 2014
Notice of Intent to Award Contract	January 31, 2014
County Board Approval	February 2014
Contract Start Date	March 2014

Note: HOC reserves the right to extend or modify this timetable.

B. LETTER OF INTENT

1. All vendors are required to send a Letter of Intent to Bid (form include in the RFP) stating their intention to bid. Letters of Intent should be e-mailed to kerri.mckenzie@milwcnty.com. Proposals will not be accepted from vendors who have not submitted a Letter of Intent to bid. Include with the Letter of Intent to Bid the firm's annual report and a current financial statement covering the last two fiscal years. An Authorization for Reference Check form supplied with this proposal shall also be completed and returned with the Letter of Intent to Bid.
2. As part of the Proposal evaluation process, County may contact those persons or firms that have been identified as potential references or having information concerning credit worthiness, work performance and capability to perform this contract. In addition, County may also contact other business associates or other parties that have knowledge of the firm.

C. VENDOR QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION REGARDING RFP

1. Should clarification of the RFP or additional information be requested, such requests must be made by e-mail and received by 11:00 am CST/CDT on December, 26, 2013. No questions will be accepted after this date. Contact person is:

Kerri McKenzie, Assistant Superintendent
Milwaukee County House of Correction
8885 South 68th Street
Franklin, WI 53132
E-mail: kerri.mckenzie@milwcnty.com

D. RESPONSES FOR ADDITIONAL INFORMATION

1. Questions and answers will be e-mailed to all companies submitting questions. The company placing the question will not be identified.

E. RFP DISCREPANCIES/ERRORS

1. If a vendor discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the vendor's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a contract containing the RFP provision(s) in question, the vendor must immediately notify Kerri McKenzie at kerri.mckenzie@milwcnty.com in writing requesting modification or clarification of the proposal request.
2. No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to website: www.county.milwaukee.gov in the "Submit a county bid/procurement bids" section. Vendors must check the website for posted addenda; they are encouraged to check daily.
3. If, prior to the date fixed for the submission of bids/proposals, a Vendor fails to notify County of an error about which it knew or should have known, and if a contract is awarded to the Vendor, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection

process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

F. CHANGES TO THE RFP/COUNTY ADDENDA

1. The County reserves the right to amend or withdraw this RFP at any time without notice or penalty.
2. If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at: www.county.milwaukee.gov in the "Submit a county bid/procurement bids" section. If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. Therefore, the County encourages all Vendors to access the RFP on the County website daily to ensure that Vendor is kept up-to-date on any and all changes to the RFP.

G. BIDDER COMMUNICATION

1. Bidders are prohibited from communicating directly with any employee of HOC except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP. Contact with any other Milwaukee County employee or representative other than those identified in this RFP may be cause for rejection of your proposal.
2. HOC shall not be responsible for verbal information given by any HOC employee or other person other than duly authorized HOC staff. The issuance of a written response to questions and/or a written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

H. ORAL PRESENTATIONS

1. Vendors may be required to participate in oral presentations to support and clarify their proposals. Oral presentations will be held at the HOC. HOC assumes no liability for the cost of travel. HOC will make every reasonable attempt to schedule each presentation at a time that is agreeable to the vendor. Failure of a vendor to participate in oral presentation on the date scheduled may result in rejection of the vendor's proposal.

I. FIELD TESTING

1. Top-scoring vendor(s) may be required to deliver ten (10) units for installation and field testing of its product(s) and service(s) at HOC sites designated by HOC. Product(s) being tested must be delivered to HOC site upon one (1) weeks notice by HOC to the vendor(s) and must be installed and ready for field-testing within one (1) week of delivery. HOC will furnish detailed specifications concerning the field-testing guidelines. Testing will be provided for 30 days at no cost to the HOC.
2. Failure of a vendor to deliver the product(s) and/or service(s) it has proposed for testing within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or services(s) to meet the State's specified requirements during the test period may result in rejection of the vendor's proposal.
3. The successful test of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) provided by the vendor for the purposes of this field test must be identical in every respect to those which will be furnished if a contract results.
4. HOC reserves the right to adjust scores based on the field-testing results.

J. PROPOSAL FORMAT

1. Cover Letter: A cover letter submitted on the firm's letterhead and signed by an authorized official of the firm, certifying the accuracy of all information in the proposal and certifying the price proposal will remain firm for 120 days from the date submitted. Said letter must contain the following certification:

“The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.”
2. Executive Summary: Submit an executive summary of the proposal, covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed five pages and do not include any pricing information.
3. Submitted vendor proposals must answer the RFP section by Section, point by point, items by item as identified in:

Section II 'Scope of Services' Subsection B;
Section III 'Scope of Work' Subsections A through P; and
Section V 'Vendor Requirements' Subsections A through M

or the proposal may be disqualified and rejected. The vendor must reply by section, and state in specific terms what services they will provide and their respective approach in addition to what services they will not be able to provide. The proposal should address each section in this RFP that deals with requirements, either legal or technical, and clearly state either "comply" or "not comply". Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully by the vendor and must be included in the section to which it applies. **A separate "Exception Appendix or section" will not be considered by the review committee.**

4. The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Vendor will provide the services listed and reference by number the appropriate category and subtask.
5. Each company submitting a proposal must meet the minimum requirements for scope of services contained in the RFP. Failure to respond completely, or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.
6. The vendor is admonished not to simply repeat the requirements of the RFP as the services to be provided. The proposal should be as concise as possible with minimal duplication of information.
7. Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.
8. The proposal must demonstrate the vendor's understanding of the scope of work and capabilities to deliver the services described.

K. EVALUATION PROCESS

1. Evaluation Committee- HOC will establish an Evaluation/Selection Committee to evaluate proposals. The Evaluation Committee will assign points, total the points, rank the proposals and select the finalist in accordance with criteria noted in this RFP.
2. Scope of Services/Technical Requirements will be evaluated separately from price and the recommendations made independently.

3. HOC reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP responses.
4. HOC will issue a Notice of Intent to Award. Non-finalists will be notified of their status by e-mail.
5. Notification will be given to the company selected to pursue to contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and reviewed by appropriate HOC authorities. Should HOC be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should HOC make the determination to continue forward.
6. HOC may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

Note: If a Vendor's financial condition is determined to be questionable HOC reserves the right to disqualify the Vendor in question without further evaluation of the proposal.

L. EVALUATION CRITERIA

<u>Evaluation Criteria</u>	<u>Points</u>
Professional & Corporate Experience, Background and Qualifications	10
Quality of Proposal/Presentation	30
Reporting Requirements	15
Financials/Financial Depth and Stability	10
References	10
Field Testing	25
DBE Compliance	Pass/Fail
Cost/Price	50
Total Maximum Score	150

M. BEST VALUE

1. HOC may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

N. RESERVATION OF RIGHT TO CHOOSE VENDOR

1. HOC reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of HOC to award the contract to the lowest bidder, or to any vendor. HOC reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best interests of HOC.
2. HOC shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.
3. HOC reserves the right to award one or more contracts as it deems necessary.

O. COUNTY RIGHT TO NEGOTIATE

1. HOC reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to HOC.

P. REJECTION OF PROPOSALS

1. HOC reserves the right to reject any and/or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firm, in its judgment, best meets HOC's needs to receive an award after successful contract negotiations.
2. HOC makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.

Q. REASONABLE ACCOMMODATION OF VENDOR

1. Any vendor with a disability or hardship must identify the issue, communicate with HOC, and make a written request for reasonable accommodation. HOC will respond to requests for accommodation on a case-by-case basis, based upon the individual circumstances of each situation. HOC reserves the right to reject requests for accommodation that are unreasonable.

R. PROPOSAL NUMBER AND IDENTIFICATION

1. Mark all documents with the RFP number. One original signed copy of the proposal marked "Original" and ten (10) signed copies of the proposal shall be submitted by express or

overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in two sealed packages clearly marked on the outside:

**“Sealed Proposal for Milwaukee County, Request for Proposal for Surveillance Services,
RFP #4300-01 - Technical Proposal”**

and

**“Sealed Proposal for Milwaukee County, Request for Proposal for Offender Surveillance Services,
RFP #4300-01 - Cost Proposal”**

The proposals shall be addressed to:
MILWAUKEE COUNTY CLERK’S OFFICE
901 NORTH NINTH STREET, ROOM 105
MILWAUKEE, WI 53233

2. Additionally, the Vendor shall submit two (2) electronic copies on CD in Microsoft Word of the Technical and the Cost proposal, labeled in the same manner as the written responses. All proofreading and notation marks must be deleted from the electronic and paper copies. The electronic copies will serve as the “Original” copy to be kept on file.

S. AFFIRMATION OF RFP CONTENTS

1. Each vendor must examine and commit to the RFP document t (or relevant sections), indicating understanding and review of each page by initials of an authorized company representative on each page. The submission of the RFP document, initialed per page by the vendor, will be submitted along with the Vendor’s proposal. The initialed RFP will become part of the final contract with the successful bidder.
2. The enclosed form, “Sworn Statement of Bidder,” must be completed by an authorized corporate entity and submitted with the proposal prior to the designated deadline. This form must be signed and notarized indicating review and understanding of the RFP.

T. PROPOSAL DUE DATE

1. Proposals will be accepted no later than 11:00 am CST/CDT on January 10, 2014. Proposals received after this time will not be accepted.

U. LATE PROPOSALS

1. Any proposals received after the above stated date and time will not be accepted under any circumstances. It is the responsibility of the vendor to ensure the timely delivery of their proposal for receipt on or before the deadline. Late proposals will be rejected and returned to the vendor or origin, unopened by HOC.

V. MODIFICATION OF PROPOSAL

1. A Proposal is irrevocable until the contract is awarded, unless the proposal is withdrawn. Vendors may withdraw a proposal in writing at any time up to the proposal closing date and time.
2. To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the RFP Manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the Vendor may submit another at any time up to the closing date and time.

W. INCURRING COSTS

1. Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Vendor to develop and submit its proposal. The Vendor is entirely responsible for any costs incurred during the RFP process, including site visits for discussions or negotiations of the contract.

X. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. By signing this bid/proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
2. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor or to any competitor; and
4. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Y. PRICING TERMS

1. Initial Duration- The period of performance contracted will be for two (2) years.

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2. Renewal Options/Extension- There will be two (2), one-year renewal options, resulting in a total contract potential term of four (4) years. HOC may consider extension without re-bid and any request for extension of the contract beyond the established four-year term, within the terms and conditions of HOC procurement guidelines and policy. The service level of the contract must be exemplary for HOC to entertain such a consideration. In addition, HOC based upon the lack of a competitive re-bid may negotiate certain financial concessions.
 3. The cost proposal is to be submitted separately from the scope of services/technical proposal. Community Business Development Partners Utilization (M/W/DBE) percentage and dollars should be expressed as a percentage of the total contract amount.
 4. HOC reserves the right to choose any number of monitoring systems for the RFP/Contract with the reservation that future expansion of the surveillance program will be based on the cost as indicated in the original proposal pricing response.
 5. Vendors are encouraged to provide a separate price proposal for:
 - on-site monitoring
 - monitoring at a location of the vendor's choice
 - all services (enrolling offenders, monitoring, maintenance) performed by vendor
 6. The pricing structure should show the rate per offender (ADP) per day for each of the types of monitoring systems.
 7. Vendors may also include alternate pricing schemes. If alternate schemes are proposed, the vendor must include a worksheet that compares the vendor's pricing with the alternative demonstrating how any proposed alternate pricing will benefit HOC. HOC may, or may not, as its own election select an alternative pricing scheme.

Z. STATISTICAL REPORTING

1. The following reports must be supplied to HOC each month and annually.
 - Total number on each monitoring system.
 - Number of damaged/destroyed/lost units.
 - Number of calls incoming and outgoing and number of attempts if unsuccessful.
 - Monthly usage-Actual number of daily service units used to date, for the specific time period. Including offender information and type of unit.
 - Notices of Interruption of services including date and time interruption began, time services restore, nature of the problem, actions taken to rectify the problem and prevent the problem from reoccurring.
2. Provide other sample reporting templates.

AA. TRANSITION PLAN

1. The vendor must identify which of its employees will be in charge of the transition to its services. Vendors must stipulate how they will train use of the system, troubleshooting, etc.
2. Vendor must have one staff member on-site at no additional cost at the implementation of the contract for a period of time until HOC has determined their staff can successfully operate the vendor's system.

BB. PROPRIETARY INFORMATION

1. Any restrictions on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable HOC procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Vendor's responsibility to defend the determination in the event of an appeal or litigation.
2. Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of HOC.
3. Any material submitted by the Vendor in response to this request that the Vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wisconsin Statutes s19.36(5), or material which can be kept confidential under the Wisconsin public records law, must be identified on a "Designation of Confidential and Proprietary Information" notification itemized on Vendor's letterhead, signed, and attached to the proposal. Proposal Cost/Price cannot be held confidential.

V. VENDOR REQUIREMENTS

MANDATORY REQUIREMENTS

These Requirements are for submitting a proposal to the County. The County reserves the right to add terms and conditions to the Contract as necessary. This section contains Mandatory Requirements that the successful Vendor(s) are required to provide or agree to at NO extra charge. Vendors who cannot, or will not, meet all of these requirements will be disqualified on the grounds of noncompliance.

A. VENDOR QUALIFICATIONS – submit verification for each of the following requirements:

1. For any vendor to qualify to submit a proposal in response to this RFP, the company must be able to demonstrate that it has been in existence, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.), for a period of five consecutive years.
2. Vendor must have a minimum of 3 years experience monitoring criminal justice clients.
3. Vendor must have a minimum of 1 year experience with global positioning tracking.
4. The vendor or manufacturing partner(s) must have quality systems and standards in place that meet the quality system standards of ISO 900:2000.

B. CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH - submit verification for each of the following requirements:

1. HOC will evaluate proposals on the basis of the vendor's financial stability and the vendor's capacity to undertake and sufficiently support the project.
2. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the vendor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns.
3. An unsatisfactory ranking with regard to financial issues may be grounds for HOC to reject the proposal and eliminate it from further consideration.

C. ORGANIZATIONAL STRUCTURE OF VENDOR - submit verification for each of the following requirements:

1. The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies.
2. The Vendor must also indicate the specific firm strengths that are most compatible with the objectives of the Vendor.
3. An organizational chart must be submitted. The document is to include position titles and names, with the reporting structure clearly identified.

D. RESUME INFORMATION - submit verification for each of the following requirements:

1. Include a resume on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Information Officer.
2. Each resume should include information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel.

E. EXPERIENCE, CLIENT LIST AND REFERENCES - submit verification for each of the following requirements:

1. Geographic Scope- The vendor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Vendor must provide details regarding off-site HOC resources dedicated to this contract and indicate percentage of time committed exclusively to this project.
2. Client List- Each responder must submit a detailed list of clients for the last five years. The client list must include both current and former contracts the status of the contract (either current, active or expired) and include appropriate contact person names and title, agency (city, county, state, federal, etc.), type of facility, location with address and telephone number as well as facsimile number and e-mail address. Locations must be included where services were provided even if no executed agreement was ever reached.
3. References- Each submission must include a list of four (4) client references from jail or correctional facilities where the vendor provides monitoring services, identified by the

facility name, contact person name and title, agency (city, county, state, federal, etc.), type of facility, location with address and telephone number as well as facsimile number and e-mail address. Indicate the size of the facility in terms of number of beds, inmates, and average yearly census, number of offenders on each form of surveillance. A form is included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified. All references must have a current e-mail address.

F. LITIGATION AND CLAIMS HISTORY AND EXPERIENCE - submit verification for each of the following requirements:

1. Each company must submit a complete listing of all legal claims closed and pending relating to problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, error and omissions, civil rights – individual versus class action, etc.
2. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.
3. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor.

G. EQUIPMENT - submit verification for each of the following requirements:

1. All monitoring equipment must be certified and registered with FCC where applicable.
2. All monitoring equipment must be hypoallergenic, waterproof, shock proof and tamper resistant.

H. ELECTRONIC ACCESS TO SYSTEM INFORMATION – acknowledge compliance/agreement with the following requirements:

1. HOC will own all data.
2. The vendor shall provide a listing of all standard reports and a copy of those reports.
3. All system database tables or offender information shall be accessible by HOC.
4. All data should be recorded with a historical transaction record and store/archived for retrieval/backup in a database when requested by HOC. All historical data shall be centrally

stored and accessible. This information must be available for reporting in a standard format using standard report writing tools.

I. VERIFICATION AND SYSTEM ACCEPTANCE PERIOD - acknowledge compliance/agreement with the following requirements:

1. HOC requires a 90-calendar day verification and system acceptance period following installation. During this time the system shall operate in conformance with manufacturer's published specifications, and shall maintain physical performance characteristics applicable to system components.
2. 90-calendar day verification and system acceptance period shall be reinstated should any of the following occur:
 - One major malfunction consisting of system shut down, partial or complete.
 - Failure of an attendant workstation.
 - Five (5) minor malfunctions not affecting service.
3. Should acceptable system effectiveness level not be achieved by the end of the 90-calendar day verification and system acceptance period, HOC has the option of either terminating the contract or reinstating the period.
4. HOC may require replacement of entire system or specific components at vendor's expense.
5. HOC may reject the system by delivering written notice to vendor within five (5) business days following the 90-calendar day verification and system acceptance period. The vendor shall be responsible for all expenses incurred.
6. Final acceptance of system shall occur following the 90-calendar day verification and system acceptance period. HOC shall verify system is 100% operational including:
 - All hardware components have power and are operating correctly.
 - All operating system software is operating correctly.
 - All applications and functions are executing correctly.
 - All system users are able to access and execute all applications and functions for which they are authorized.

J. REQUIRED TRAINING - acknowledge compliance/agreement with the following requirements:

1. Staff will be completely trained within 30 days of system install completion.
2. Vendor trainer(s) shall be present at the opening of business and remain on site to assist users for as long as HOC supervisor deems necessary.

K. LICENSE/TITLE - acknowledge compliance/agreement with the following requirements:

1. Contractor grants license to the County which authorizes the County to:
 - use the licensed software on the machine(s) designated by the County for use of such licensed software and, in conjunction therewith, to store the licensed software in, transmit it through or display it on units of equipment associated with such designated machine(s);
 - utilize the licensed software in printed form in support of the use of the licensed software.
2. Licensed software provided by the Contractor in printed form may not be copied. However, additional copies of licensed software in printed form may be obtained by the County from Contractor under license from Contractor to the County.

L. VENDOR CONTACT – PROPOSAL AND CONTRACT - acknowledge compliance/agreement with the following requirements:

1. Each company must designate one central contact person for the duration of the proposal process and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract.
2. HOC must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and HOC will be the sole judge of the adequacy of the replacement.
3. The contact person identified by the company must be available via pager and/or cellular phone during regular business hours with the exception of benefit time during which a designee will be named responsible. At the initiation of the contract, the contact person must be available around the clock by pager or cell phone on an ongoing basis.

M. SAFETY REQUIREMENTS - acknowledge compliance/agreement with the following requirements:

1. All materials, equipment, and supplies provided to Milwaukee County shall comply fully with all safety requirements as set forth by Milwaukee County, State of Wisconsin Administrative Code and all applicable OSHA Standards.

VI. INSURANCE REQUIREMENTS

A. INSURANCE COVERAGE

Vendor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability, occurrence based (**which includes board, staff, and volunteers**), Automobile Liability, and Professional Liability in the minimum amounts listed below.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all Vendor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Vendor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Vendor.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u> Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 – Per Occurrence
<u>Automobile Liability</u> Bodily Injury & Property Damage All Autos – Owned, Non-Owned And/or Hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
<u>Excess Liability</u>	\$3,000,000 Per Occurrence

Environmental Impairment Coverage/General Liability \$1,000,000 Per Occurrence

Professional Liability

Other Licensed Professionals \$1,000,000 Per Occurrence
\$3,000,000 Annual Aggregate, or
Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insure” endorsement, for general liability, automobile insurance, environmental liability and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insure endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB)
2. Professional Liability where additional insured are not allowed

If Vendor’s Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Vendor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement.

It is also agreed that on Claims-Made Professional Liability policies, either Vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Vendor.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverage shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above

requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager.

B. INSURANCE RATING

All of the insurance coverage specified about shall be placed with an “A” rated carrier per Best’s Rating Guide approved to do business in the State of Wisconsin. Any deviation or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County Director of Risk Management and Insurance as a condition of the agreement.

C. CERTIFICATE OF INSURANCE REVIEW

A Certificate of Insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of the agreement drafted from this RFP and subsequent vendor proposal.

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, LIABILITY, IF APPLICABLE, AS RESPECTS THE SERVICES PROVIDED IN THE AGREEMENT RESULTING FROM THIS RFP. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO MILWAUKEE COUNTY.

D. DEVIATIONS AND WAIVERS

Deviations and waivers to these requirements may be requested in writing based on market conditions to Milwaukee County director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the vendor prior to any change to coverage being initiated. Waivers shall not be dully withheld nor denied without consultation with the Vendor.

E. SUBCONTRACTOR LIABILITY COVERAGE

It is understood and agreed that the successful vendor will obtain information on the professional liability coverage of all subcontractors in the same form as specified above. Such documentation must be available for review by Milwaukee County.

VII. TERMS AND CONDITIONS

A. APPLICABLE LAW

1. All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, codes and regulations of HOC, Wisconsin, and any other lawful entity having proper jurisdiction, will apply to any resulting agreement and the work and services to be performed.

B. DRUG-FREE WORKPLACE

1. The vendor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment.
2. All vendor employees and independent vendors, as well as subcontractors, must participate in a pre-employment drug screening program provided by the Vendor. This drug screening must include the most common drugs of abuse.
3. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed with the facilities.

C. INDEMNITY BY THE VENDOR

1. To the fullest extent permitted by law, the successful respondent agrees to indemnify, defend and hold harmless HOC, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney's fees by reason of liability for damages, including suits at law or in equity, caused by direct or indirect, wrongful, intentional, willful misconduct or negligent acts or omissions of the service provider or its agents, which may arise out of or are connected with the activities covered by this contract.
2. In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of COUNTY'S negligence for acts, policies, or directives that affect the activities covered by this agreement.

D. RESTRICTION AGAINST NON-COMPETE PROVISIONS

1. The Vendor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for vendor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including HOC, which may provide services of the nature described in the contract to HOC at any time

following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the vendor is applicable as well to the on-site management team in its entirety.

E. HUMAN RESOURCE PROVISIONS

1. HOC reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, HOC may deny access or admission to HOC facilities at any time for such staff. Such access will not reasonably be withheld. HOC will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff's initiation of recurring on-site services.
2. The vendor agrees that it has adopted and will maintain and enforce a policy of non-discrimination based on race, color, religion, sex, age, national origin, or disability.
3. The Vendor agrees that on written request, it will permit access during normal business hours to its records of employment, employment advertisements, application forms, and other pertinent data and records by the HOC, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract.
4. The Vendor agrees that it will inform the HOC of any alleged violation(s) of employment practices which its employees working in conjunction with this contract file with the Equal Employment Opportunity Coordinator (EEOC), Labor Department or any other federal or state compliance agency; also the Vendor will inform the HOC of the disposition of such cases.

F. PREMISES INSPECTION

1. HOC shall have the right to inspect all areas occupied or operated by the Vendor, and the operations of the Vendor with respect to the method and quality of service, and generally with respect to use, safety, sanitation and maintenance of the facility, all of which shall be maintained at a level satisfactory to HOC. HOC shall have the right to make reasonable regulations with regards to such matters, and the Vendor agrees to comply with such regulations. Authorized representatives from HOC's staff shall have full right of access to all areas of said premises at any and all times.

G. MEDIA RELEASES AND CONTACT

1. The Vendor's staff, independent vendors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a HOC facility to a public forum or to the media without the authorization of HOC and coordinated through the parties' public information representatives.

H. TERMINATION BY VENDOR

1. The successful vendor may, at its option, terminate the contract, once executed, upon the failure of HOC to pay any amount that may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Vendor shall be paid compensation due for all services rendered through the date of termination.

For Cause – The Vendor may terminate the contract for cause with prior written notification of termination delivered to HOC at least sixty (60) days before the effective date of termination.

Without Cause – The Vendor may terminate this resulting agreement without cause with a notice period of not less than one hundred and twenty (120) days. Written notice of termination must be delivered to HOC and the notice period observed prior to the effective date of termination.

2. In the event of termination by the Vendor, notice shall be delivered by the Vendor in writing, with return receipt required, to:

Kerri McKenzie, Assistant Superintendent
Milwaukee County House of Correction
8885 South 68th Street
Franklin, WI 53132

I. COOPERATION UPON TERMINATION

1. The Vendor must cooperate with HOC in the event of termination so as to ensure that HOC can maintain continuity of service delivery. Such cooperation will include the provision to HOC of the names, addresses and telephone numbers of personnel, independent vendors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, inventory lists of supplies and equipment protocols, manuals and forms, statistical reports and other information and data specific to HOC. Vendor must provide said information prior to the effective date of the termination of contract end.

J. TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)

1. If the Vendor fails to fulfill its obligations under the contract resulting from this RFP, in a timely and proper manner, or violates any of its provisions, County may thereupon have the

right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination.

2. The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, HOC will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the contract.
3. HOC may cancel this contract for breach, as determined by HOC, which shall consider such items as, but may not be limited to: failure to provide satisfactory service as determined by HOC, failure to operate during agreed service hours, insufficient insurance coverage, failure to enforce the quality of sanitation or any other contract noncompliance. In the event that HOC elects to cancel this contract for breach of contract, they must give the Vendor a minimum of 10 days written notice, via certified mail.

K. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)

1. HOC further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by return receipt mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by HOC. The Vendor will be paid according to the contract for services rendered through the date of termination.

L. ELIMINATION, DELAY OR REDUCTION IN FUNDING

1. Termination may also occur should Milwaukee County Board of Supervisors fail to appropriate sufficient monies required for the completion of the contract. All agreements are subject to appropriation and funding. In the event of any elimination, delay or reduction in funding available to the contract, HOC may seek supplemental funding and may renegotiate with the Vendor the rates and services to be continued under the agreement. In case any elimination, delay or reduction of funding necessitates a reduction in services delivered or staffing provided, the parties must meet as soon as practicable to prioritize the services to be provided and to negotiate any reduction in staff or services. In no event may HOC be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

M. BILLING AND PAYMENT PROCESS

1. HOC qualifies for sales tax exemption as a governmental agency. No pricing within this proposal for Offender Surveillance Services, supplies or equipment shall include state or local sales or use taxes.

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2. The successful Vendor will invoice HOC a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the average daily offender population per surveillance type per diem. HOC will make every effort to ensure that the Vendor is paid promptly and accurately based upon the number of offenders identified for the month being paid. Adjustments to billing and to payment may be made based upon the purchase of approved equipment or other items approved by the HOC.

N. INDEPENDENT VENDOR

1. Nothing contained in the final contract will constitute or be construed to create a partnership or joint venture between HOC or its successors or assigns and Vendor or its successors or assigns. In entering into this contract and in acting in compliance herewith, Vendor is at all times acting and performing as an independent vendor, duly authorized to perform the act required of it hereunder.

O. ASSIGNMENT

1. Assignment by Subcontract- Assignment of any portion of the work by subcontract must have the prior written approval of HOC.
2. Limitation- The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
3. Survivorship of Benefits- The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

P. CODE OF ETHICS

1. Vendor must attest that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby." To document that no conflict of interest exists between the vendor and any HOC employee, agent or representative or an immediate family member, the vendor must submit the "Conflict of Interest Stipulation" form (attached) with the proposal. This form attests to the fact that no such person is also an owner, corporate officer, employee, agent or representative of the company submitting the

bid. If such a relationship exists in any form, the vendor must fully disclose the situation and explain the details.

2. Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.14 unless an acceptance by an elected official would conflict with this section. The language in Subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

Q. VENDOR CONDUCT

1. During the time that this RFP is in process, i.e. from the date issued by HOC to the date a vendor is selected and a contract is executed, if applicable, no gratuities of any kind will be accepted by HOC staff from company employees, agents or representatives including meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of the conditions will constitute immediate disqualification.

R. NOTICES

1. Notices to County provided for in this RFP and eventual contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

**Kerri McKenzie, Assistant Superintendent
Milwaukee County House of Correction
8885 South 68th Street
Franklin, WI 53132**

2. The reverse will also hold true regarding notice to the Vendor as the parties may designate.

S. BINDING EFFECT

1. This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. HOC's RFP for Offender Surveillance Services and the vendor's proposal in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful vendor and HOC. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to special housing, infirmary and health service units. Such scope of service documents will be incorporated into the contract agreement. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

T. ENTIRE AGREEMENT

1. The contract, along with the vendor-initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

U. PERMITS, TAXES, LICENSES

1. The vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

V. LIQUIDATED DAMAGES AND PENALTIES

HOC's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the vendor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and HOC would be satisfied with NO penalty assessment given that the services are provided as contracted.

1. The contractor acknowledges that damages will be incurred by the agency, in an amount determined by HOC. The contractor agrees that HOC should have the right to liquidate

such damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

2. Liquidated damages will be applied for failure to meet standards in each of the following areas:
 - a. System installation and implementation delay will be assessed at \$2,500 per day.
 - b. Training, both for central system and field monitoring equipment delay will be assessed at \$2,500 per day.
 - c. Equipment installation and implementation delay will be assessed at \$200 per day/per unit.
 - d. Replacement of damaged, defective or questionable field equipment delay will be assessed at \$200 per day/per unit.
 - e. Trouble reporting and resolution delay will be assessed according to rates noted above.
 - f. Out of box failure rate will be assessed at \$200 per unit/per day until properly working unit is received at appropriate location.
 - g. System Software downtime will be assessed at \$10 per hour/per offender on GPS monitoring.

W. WAIVERS (associated with Liquidated Damages)/PENALTIES

1. The Vendor may appeal any assessment of liquidated damages or penalties to the Superintendent for the Milwaukee County House of Correction. The Superintendent retains the sole and final authority to grant, suspend or deny the vendor's request for a waiver based on the quality of the argument and documentation provided. The Superintendent may waive the penalty in whole or in part or may delay assessment of the penalty within his sole discretion. There is no appeal process for the Superintendent's decision; his determination is final and not subject to further challenge within HOC hierarchy.
2. Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the vendor to HOC.

X. OWNERSHIP OF DATA

HOC owns and controls all data captured and recorded through the scope of this agreement.

Y. RECORDS AND AUDITS

1. Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Vendor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make

copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the Vendor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Vendor. Vendor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

Z. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

1. In the performance of work under this Contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:
 - Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
 - Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.
2. Principles of Equal Employment Opportunity- The vendor must agree to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and must indicate so on the certificate contained herein to be submitted with the proposal. The program must have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, independent contracting or subcontracting, in all professions within the health and mental health service work force, where these groups may have been previously under-utilized and under-represented. The Vendor must also agree that in the event of any dispute as to compliance with the aforesaid requirements, it is the vendor's affirmative responsibility to demonstrate that it has met all such requirements.
3. Violation of Provisions- When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of HOC is determined by HOC, the Vendor will immediately be informed of the violation and directed to take all action necessary to halt the violation, as

well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

4. If, after notice of a violation from HOC to the Vendor, further violations of these provisions are committed during the term of the agreement, HOC may terminate the contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Vendor for use in completing the contract, or it may permit Vendor to complete the term, but, in either event, the Vendor will be ineligible to bid on any future contracts let by HOC.
5. All respondents are obligated to comply with all requirements of the Americans with Disabilities Act (ADA).
6. **AFFIRMATIVE ACTION-** The vendor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered. The company must assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Vendor must assure that it will require its covered subcontractors to provide assurances to the Vendor and that they will undertake affirmative action programs. With the proposal, the Vendor must submit a signed "Equal Employment Opportunity Certificate for Milwaukee County Contracts," including the date, name of the authorized representative and company address. This requirement stipulates that the vendor must submit an Affirmative Action Plan with the proposal or within 120 days of contract award.

VIII. COMMUNITY DEVELOPMENT BUSINESS PARTNERS UTILIZATION REQUIREMENTS

A. GENERAL INFORMATION

In keeping with the spirit of Milwaukee County ordinance 56.30, the Proposer shall ensure that DBE's (Disadvantaged Business Enterprises) have the maximum opportunity to participate in this project. A seventeen (17) percent participation rate goal has been set.

Proposers should include and will be evaluated on their philosophy and approach to include DBE participation as a part of the scope of their services.

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS

1. The successful contractor/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all Milwaukee County funded service contracts. In accordance with this Milwaukee County policy, the contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that contractor/service provider has made a good faith effort (GFE) to achieve the required DBE Participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Contract with DBE (DBE-14 form); or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the Certificate of Good Faith Efforts (DBE-01 form) and all relevant documentation with their proposal.
3. The efforts employed by the contractor/service provider should be those that one could reasonably expect a contractor/service provider to take if the contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26, which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)

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4. In the event the CBDP Office determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office
City Campus, Room 830
2711 West Wells Street
Milwaukee, WI 53208

*The term “DBE” means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

5. Prime contractor/service provider must submit with its proposal, the Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02 form), a complete Commitment to Contract with DBE (DBE-14 form); or if the contractor/service provider is not able to meet the DBE goal the contractor/service provider must submit a complete Certificate of Good Faith Efforts (DBE-01 form) and all relevant documentation. The **Commitment to Contract with DBE form** must contain the following information (see form **DBE-14** for additional details):

Name(s) of DBE(s) firm(s) being considered for utilization.

Description of services that will provided by the DBE(s).

Percentage of the work assigned to the DBE(s). Also, include dollar amount.

6. When evaluating a contractor’s proposed DBE commitment (**DBE-14 form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.

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8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contract/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contract/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
- a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal, DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Contract with DBE (DBE-14 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Contract with DBE" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by **CBDP**. **The directory**

can be viewed at www.milwaukeecounty.org, do a search for “vendor”, scroll down and double click on “Certified Vendor List” then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County Certified DBE firms. If you need additional assistance related to certified DBE firms, contact the CBDP Offices at (414) 278-4747.

11. Prime contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Contract with DBE form shall constitute a written representation and commitment that the prime contractor/Service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Contract with DBE form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports must be submitted with the Payment Applications by the successful proposer after the contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

-
16. Final Payment Verification. The successful prime consultant/service provider must submit the “DBE Subcontractor Payment Certification” form and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
 17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

Required Forms

- ☐ Responses to Section II, Subsection B, Scope of Services
- ☐ Responses to Section III, Subsections A through P, Scope of Work
- ☐ Responses to Section V, Subsections A through M, Vendor Requirements
- ☐ Vendor Binding Authority
- ☐ Vendor Letter of Intent to Bid
- ☐ Authorization for Reference Check
- ☐ Conflict of Interest Stipulation
- ☐ Sworn Statement of Vendor
- ☐ Cover Sheet for the Main Proposal
- ☐ Cover Sheet for the Pricing Proposal
- ☐ Vendor References

DBE Forms

- ☐ Certificate of Good Faith Efforts (DBE-01)
- ☐ Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)
- ☐ Commitment to Contract with DBE (DBE-14)

Milwaukee County
Offender Surveillance Services RFP

VENDOR BINDING AUTHORITY

Re: Milwaukee County

I am an officer and/or have the authority to bind our company to any and all contractual agreements with the contract holder.

I have reviewed our response to the bid/proposal specifications and certify that it is an accurate representation of our organization, capabilities, and proposed services, **and is in agreement with the RFP requirements except as stated or referenced below** (or on the attached page).

Company Name

Signature

Date

Title

Milwaukee County
Offender Surveillance Services RFP

VENDOR LETTER OF INTENT TO BID

The undersigned hereby acknowledges the terms and conditions of this Request for Proposal (RFP) and intends to respond to HOC. We understand that HOC will promptly communicate any modifications or updates to this RFP to the individuals identified below as a representative of the vendor listed.

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number & Extension

Facsimile Number

E-mail Address (required)

We will be participating in the vendor presentation phase. The below is a list of attendees (limit 3):

Name

Title

1. _____

2. _____

3. _____

This form is mandatory if the vendor intends to or has any interest in response to this RFP. The attendee information is required to obtain security clearance for individuals scheduled to attend the Pre-Proposal Meeting (if applicable). No more than three individuals may participate for any one vendor. However, neither this letter of intent to bid nor the company's participation in the Pre-Proposal meeting obligates the vendor to actually submit a proposal in response to this RFP. Official photo identification is required to enter the facilities.

Milwaukee County
Offender Surveillance Services RFP

AUTHORIZATION FOR REFERENCE CHECK

This authorization should be on company letterhead.

Do not modify the contents of this letter.

The undersigned hereby authorizes the recipient of this authorization (or a copy thereof) to furnish the Milwaukee County House of Correction any and all information that said recipient may have concerning the undersigned's contract performance history.

This information is to be furnished to the Milwaukee County House of Correction for the purposes of evaluating the ability of the undersigned to perform Offender Surveillance Services for Milwaukee County.

The undersigned further authorizes any person contacted to give the Milwaukee County House of Correction any and all information concerning the undersigned's (and the employees of the undersigned) education, work experience, and character which they may have, personal or otherwise, and releases all parties from all liability for any damage that may result from furnishing the same to the Milwaukee County House of Correction.

A photocopy of this authorization shall be deemed equivalent to the original.

Dated this _____ day of _____, 20 ____.

Authorized Signature _____

Title _____

Name of Firm _____

Milwaukee County
Offender Surveillance Services RFP

CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County (HOC) employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County Officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Answer below either YES or NO to the question of whether any HOC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the position with HOC and the relationship to your business:

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Authorized Signator _____

Title _____

Date _____

Milwaukee County
Offender Surveillance Services RFP

SWORN STATEMENT OF VENDOR

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Vendor, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, #_____, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, and all related attachments and information provided through Milwaukee County (HOC), in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon) by initials on each page of the RFP.
- I certify that all statements within this proposal are made on behalf of the Vendor identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Vendor.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, 20_____

Notary Public, _____ County

State of _____

My commission expires _____

COVER SHEET FOR THE MAIN PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County (HOC) is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.

Vendor's Name _____

Title _____

Signature _____

Date _____

COVER SHEET FOR THE PRICING PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County (HOC) is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.

Vendor's Name _____

Title _____

Signature _____

Date _____

Milwaukee County
Offender Surveillance Services RFP

VENDOR REFERENCES

1) Agency Name _____ Agency Address _____

Contact Person _____ E-mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____ Number of Inmates on Community Supervision _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NNCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____ Current Contract _____ Prior Contract _____

Contract Terminated Y N (circle one), if so specify by whom _____ agency _____ vendor

_____ Lost in Rebid, if so specify award recipient _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

2) Agency Name _____ Agency Address _____

Contact Person _____ E-mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____ Number of Inmates on Community Supervision _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NNCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____ Current Contract _____ Prior Contract _____

Contract Terminated Y N (circle one), if so specify by whom _____ agency _____ vendor

_____ Lost in Rebid, if so specify award recipient _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

VENDOR REFERENCES

Page 2

3) Agency Name _____ Agency Address _____

Contact Person _____ E-mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____ Number of Inmates on Community Supervision _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NNCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____ Current Contract _____ Prior Contract _____

Contract Terminated Y N (circle one), if so specify by whom _____ agency _____ vendor

_____ Lost in Rebid, if so specify award recipient _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

4) Agency Name _____ Agency Address _____

Contact Person _____ E-mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____ Number of Inmates on Community Supervision _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NNCHC _____ JCAHO _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____ Current Contract _____ Prior Contract _____

Contract Terminated Y N (circle one), if so specify by whom _____ agency _____ vendor

_____ Lost in Rebid, if so specify award recipient _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

Name (Print) _____ Title _____ Date _____

Authorized Signator _____

DBE Forms



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing certified firms to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goal to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

B. Notifying Certified Firms of Contracting Opportunities

2. In the table below, indicate which certified firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Include copies of written solicitations to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

4. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. Include copies of letters sent.

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County's Community Business Development Partners Department (CBDP) used to assist in the recruitment of certified firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms With Assistance

6. Explain any efforts undertaken to provide certified firms with adequate information about project scope of work and requirements of the contract.

7. Describe any efforts undertaken to assist certified firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant.

8. Describe any other efforts initiated to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested Certified Firms

Bidder/Proposer must solicit quotes in good faith with interested certified firms. Quotes, proposals and/or bids, from interested certified firms shall not be rejected without sound justification.

9. Indicate, in the table below, which certified firms submitted quotes on the contract. Also, if any quotes of certified firms were rejected, provide a brief explanation as to why. Include copies of all quotes received for this project. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted and Explanation for Rejecting Quotes

-
10. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the bidder/proposer to submit information on other actions taken to secure participation of certified firms in an effort to meet the contract goal.

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet this published goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet or exceed the goal by documenting commitments for participation by certified firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts toward that end. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve the participation goal, which, by their scope, intensity and appropriateness to the objective; could reasonably be expected to obtain sufficient participation, even if they were not fully successful.

Any situation in which Milwaukee County has assigned a participation goal on a contract requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Mere pro forma efforts are not good faith efforts to meet the contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain participation of certified firms. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified firms who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the certified firms to respond to the solicitation. The bidder/proposer must determine with certainty that the certified firms are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested certified firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested certified firms.
 - a. It is the bidder/proposer's responsibility to make a portion of the work available to certified firms and to select those portions of the work consistent with the available certified firms, so as to facilitate participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding and using certified firms is not in itself sufficient reason for a bidder/proposer's failure to meet the participation goal, as long as reasonable.** Also, the ability or desire of a bidder/proposer

to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Bidders/Proposers are not, however, required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

5. Not rejecting certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder/proposer's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the project goal.
6. Making efforts to assist interested certified firms in obtaining lines of credit or insurance as required by Milwaukee County or the bidder/proposer.
7. Making efforts to assist interested certified firms in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of certified firms.

In determining whether a bidder/proposer has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder/proposer could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average participation obtained by other bidder/proposers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.



Project No:

Pursuant to State Statute Chapter 66.0901(7), Milwaukee County requires the following collection of information on all subcontractors, subconsultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

[illegible]

(*) Check if this firm's quote has been used in your bid/proposal.

A: Less than \$250,000
 B: \$250,000 to \$500,000
 C: \$500,000 to 1 million
 D: \$1 million to \$5 million
 E: \$5 million to \$15 million
 F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: _____
TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

Name & Address of DBE ^(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

Signature of Notary Public State of _____. My Commission expires _____.

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

FOR CBDP USE ONLY

Commitment number ____ of ____ Project Total: (A) _____ (V) \$ _____ Total % _____

Verified with: _____

Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact
CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747